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STOMACH BITTERS
ALL WOMEN

Who wish to retain or regain their health must see to it that functional regularity is established. This is an all-important question and the wise woman will resort to Hostetter's Stomach Bitters at the first symptom of any derangement, because she knows it always gives prompt relief. Pains in the Back, Bloating, Vomiting, Headache, Indigestion, Dyspepsia, Fainting Spells and Sleeplessness are all danger signals which require the Bitters. Try one bottle.

HOSTETTER'S
STOMACH -- BITTERS

NEW MODEL
"BROWNIE"
CAMERAS

The very latest "Brownies" just arrived.
Outside they're bound in black seal leather finish and the finder is protected by metal.
Inside has funnel shaped contrivance that excludes any stray light that might otherwise get in through the lens.
No. 2 Brownie costs only \$2.
No. 1 is also of seal leather finish and costs only \$1.
Don't buy old models; new ones are a great improvement.

HONOLULU PHOTO SUPPLY CO.
FORT ST.

"MILLER'S"
Hotel St.
Greatly enlarged to accommodate our many patrons.
OPEN FROM 5 A. M. TO 11 P. M.
"Coffee like your mother makes."

Miss Helen A. Alexander
FLORIST

PALMS, FERNS, CROTONS.
FLORAL PIECES MADE TO ORDER.
Telephone White 1021. Residence, 2268 Nuuanu Ave.

SPRATT'S
DOG CAKES

Keep your dog in good healthy condition by feeding Spratt's dog or puppy cakes.

Dogs fed on Spratt's cakes never have distemper and their coats are always soft and glossy. In fact no dog in this climate does well without them.

We get Spratt's cakes fresh by every steamer and they are best and cheapest.

HENRY MAY & CO.

LIMITED.
Retail 22--Telephones--Wholesale 92

Y. MAN SING
1117 NUUANU STREET.
FASHIONABLE DRESS-MAKER

LADIES' UNDERWEAR.
Dresses made to order. Sewing guaranteed. If the stitches break I will repair without extra charge.

Arrived per S. S. Nevada

A number of fine Milch Cows to be seen at our Kukui Street Stable.

Club Stables

Fort above Hotel St. Phone Main 109.

KINNEY SUES
SAM PARKER

Claims Damages
For \$50,000
for Libel.

Attorney Hits Back at
Ranchman of
Mana.

Sensational Charges Filed On
Monday Develop Into a
Boomerang.

The newest sensation in the Parker ranch controversy came yesterday afternoon when attorney W. A. Kinney filed a damage suit for \$50,000 against Samuel Parker. Attorney Kinney, who is of counsel for the Carter and Annie T. K. Parker interests, bases his action on the sensational affidavit filed by Samuel Parker against Mrs. Knight, in which charges were made against Mr. Kinney.

Mr. Kinney sets forth that he is now and for many years has been a resident of Honolulu and is duly qualified to practice law among a large and influential number of citizens and depends upon his good reputation to continue his practice. The complaint of Mr. Kinney gives the following grounds for claim of libel in the charges filed by Parker:

That on or about the 15th day of August, the defendant, well knowing the premises did maliciously compose, print, and publish the following false, scandalous, malicious, libelous and defamatory matter of and concerning plaintiff and in relation to his said profession as a lawyer and caused the same to be circulated throughout the aforesaid Honolulu:

"That not only were said Kinney (referring to the plaintiff, William A. Kinney) and Ballou promoters of said enterprise (referring to an enterprise known as the Hamakua Ditch Co., Ltd.) but they acted as attorneys and advisors of deponent (referring to the defendant Samuel Parker) and through their advice deponent (referring to said defendant) signed an agreement under which it is claimed by the other party to said agreement that deponent (referring to said defendant) was and still is liable to said other party in the sum of \$100,000. That said Kinney (referring to said plaintiff) and Ballou did not become parties to said agreement, taking good care not to make themselves liable under the same, making deponent (referring to said defendant) solely liable, though they would have benefited jointly with deponent (referring to said defendant) thereunder. That the action of said Kinney (referring to said plaintiff) and Ballou is now attacking said deponent, (referring to said defendant) and working against his interests, if any interest he has in said enterprise (referring to said Hamakua Ditch Co., Ltd.) and in trying to prejudice deponent (referring to said defendant) under said agreement is a gross violation of their professional duties to deponent (referring to said defendant) and, as deponent (referring to said defendant) believes, renders them unfit to practice in the Courts of the Territory of Hawaii."

That said false, scandalous, malicious, libelous and defamatory matter was made and published by said defendant as a part of a certain affidavit by said defendant in a certain cause pending in the Circuit Court of the First Circuit at Chambers in Probate, said cause being entitled "In the Matter of the Guardianship of Annie T. K. Parker, a minor;" which said affidavit defendant caused to be filed in the court aforesaid, well knowing that the said affidavit would be published by the principal newspapers in Honolulu aforesaid, and also well knowing that said matter was in fact false, scandalous, malicious, libelous and defamatory and that the same would injure plaintiff both individually and in his profession as a lawyer; and plaintiff further alleges that said false, scandalous, malicious, libelous and defamatory matter had no relation to the matter in regard to which said affidavit of the defendant was made nor any relation to any matter in the aforesaid cause and that the same was made and published by defendant solely out of spite and malice towards the plaintiff and with the intent to injure him both individually and in his profession as a lawyer and to bring him and his name into public scandal."

It is said that perhaps another action similar to Mr. Kinney's may be filed against Samuel Parker by another of the attorneys retained by Mrs. Knight.

ISLAND REALTY DECISION.
Justice Hatch of the Supreme Court, Chief Justice Frear and Justice Hartwell concurring, handed down a decision yesterday in the case of Cooper vs. Island Realty Co. and J. A. Gilman remanding the case to the Circuit Court for notification of decree entered and further proceedings in accordance with the views therein expressed.

The opinion is to the effect that the decree should be amended by a provision allowing redemption of the payment of the amount of interest in arrears and costs at any time before sale and upon payment of interest due and costs the foreclosure proceedings would then abate.

The decree properly provides a cash sale. Judicial sales should not be made on credit unless by consent of the parties. * * The contract between the parties as to sale of lots prior to default is a matter entirely apart from the question of jurisdiction and of authority to be exercised by the court by virtue of its inherent power.

The counsel fee should be disallowed.

In the absence of a stipulation in the mortgage for the payment of counsel fees, a suit for foreclosure stands on the same footing as any other suit in equity; only the ordinary costs can be taxed.

The plaintiff should be authorized to become a purchaser at the sale, and costs should be allowed him.

MRS. HUNT HELD FORT.

Jas. H. Cummings has sued the Pioneer Building & Loan Association for \$1500 as damages, as follows:

"On or about March 10, 1902, the defendant herein was the owner of two certain mortgages dated September 24, 1896, and August 23, 1897, made by and between one Jas. Hunt as mortgagor and the defendant as mortgagee on a certain piece of property situated at Punahou, containing 18,687 square feet. On March 10, 1902, the defendant exercised the power of sale and sold at public auction the land and premises for \$2525. The defendant agreed that upon the payment of the purchase money, it would give immediate possession to whomsoever should become the purchaser. On March 24, 1902, the plaintiff paid to defendant the sum of \$2525, the defendant delivering a deed to the premises to the plaintiff, but the defendant is alleged not to have acted in good faith and did not deliver possession.

The premises had previously been in possession of one Lausana Hunt, and defendant well knew it could not give possession, and in order to secure possession the plaintiff had to institute proceedings to eject her. The plaintiff was deprived of the use of said land and claims to be damaged in the above mentioned sum.

OWNED INTEREST IN SHIPS.

A receipt for property of the estate of J. H. Harrison, deceased has been filed in the Circuit Court from H. J. Harrison to Cecil Brown, executor of the estate as follows:

Cash, \$377.13; household furniture, etc., 2-16 interest in bark S. C. Allen; 2-16 interest in barkentine Amelia; 1-16 interest in schooner Helene; 1-16 interest in schooner Mary E. Foster.

CAMP WANTS HIS MONEY.

Calvin E. Camp, named as one of the defendants in the action of Louisa I. Laine vs. M. D. Monsarrat, the First American Savings & Trust Co. of Hawaii, Ltd., Calvin E. Camp, Walter Hoffman and the First National Bank of Hawaii, answers as follows:

That he has no knowledge of the matters and things set forth in the petition, but leaves plaintiff to her proofs therein.

Then he admits the allegation that he claims an interest in the mortgaged property involved, by virtue of a junior mortgage made by Monsarrat to him on October 6, 1902, and recorded January 6, 1903, said mortgage being to secure the sum of \$400. This was to secure the payment of a certain promissory note, only \$22 being paid as principal on the note, leaving due \$378. The defendant asks that he be ordered to procure the amount due.

WANT DAMAGES FROM DEE.

Suit has been filed by J. F. Humburg, trustee for Marie L. Humburg vs. Lawrence H. Dee to make restitution of property on Young street which they allege has been unjustly converted to Dee's own use. The property is described as being the same premises that were conveyed to Dee by deed of E. May McGregor dated June 16, 1901, fronting on Young street having a frontage of 25 feet and being the remainder of the premises conveyed to Dee by John Grace, October 7, 1890. By virtue of such conversion, use and occupation by the defendant, the plaintiff claims to be damaged in the sum of \$500.

LUTTED'S PROMISSORY NOTES.

J. Oswald Lutted has been made defendant in an assumpsit action brought by C. W. Booth, to recover the sum of \$2033.20.

The plaintiff sets forth that on November 2, 1903, Mr. Lutted executed and delivered his promissory note agreeing to pay to plaintiff's order in four months the sum of \$1000. The note became due on March 4, 1904, but it is alleged no part of the principal has been paid.

A second note was made and executed by defendant on November 2, 1903, in favor of plaintiff for \$1000, due in eight months. No part of this note has been paid.

Plaintiff asks for judgment for \$2033.20 together with interest, costs and commissions.

COURT NOTES.

Cecil Brown, trustee, has brought suit against Jos. Fernandez and W. C. Achi for \$708.37, balance due on a note for \$1000 originally made by Fernandez to Achi and transferred to Brown by Achi. The note was secured by mortgage.

J. W. Gaines, J. M. McChesney and Alice M. McChesney are defendants in an ejectment suit filed by the First National Bank, the land involved being on Waikiki beach, adjoining the property of Liliuokalani. The premises have a frontage of 84 feet on Waikiki road and a depth of 138 feet to the beach. The plaintiff bank claims to be the lessee of the property and that the defendants have wrongfully taken possession. Damages in the sum of \$1000 are claimed. The Gaines' are merely tenants.

The Kaplani Estate Ltd., has been sued by the Bank of Hawaii, Ltd., for \$2530.64, comprising the principal and interest on a note, on which \$229.10 has been paid on account. The note was signed by D. Kawanakao, president, and J. P. Colburn, treasurer.

David Kawanakao is defendant in an action brought by W. G. Middle-ditch, trustee in bankruptcy of the Chas. F. Herrick Carriage Co., Ltd., for \$616.25.

John Guild of Alexander & Baldwin, a native of Scotland, was naturalized yesterday morning in Judge Dole's court. His sponsors were Messrs. Waterhouse and Mahone.

Lewis & Co., Ltd., have filed an assumpsit suit against C. Q. Yee Hop to recover the sum of \$350, alleged to be due for divers goods, wares and merchandise sold and delivered the defendant company, the account dating back to April 25, 1900.

J. M. Monsarrat has filed an amended replication in the suit of J. M. Monsarrat vs. Makanoa Pihakahiwi, E. Kapeka Cummings and Oliver Merse-burg, and John Kekahio, a minor, and Kapeka Kekahio, a minor.

WHOSE FAULT IS IT

A Local Occurrence That Will
Interest Many Readers in
Honolulu.

If, when a fog horn warns the mariner to sheer off the coast, he still hugs the shore and wrecks upon it, whose fault is it? If the red switch light it up and the engine driver deliberately pulls ahead and pitches into another train, blame the driver. If a careless workman will in spite of warning try to find out how many teeth a buzz saw has, and the saw tries to find out how many fingers the workman has, blame the workman, not the saw. If a sick man knows that a certain medicine is doing him good, and he carelessly neglects to use it, blame the man, not the medicine. If Honolulu people who have kidney complaint and backache will not take Doan's Backache Kidney Pills when they are indorsed by scores of citizens, blame the people, not the indorsers. Read this indorsement:

Mr. John E. Bush of Punchbowl st., this city, is attached to the Hawaiian Interpretation staff at the Supreme Court. He says: "I had kidney trouble, and, acting on the recommendation of a friend, who had tried your invaluable remedy, I got some of Doan's Backache Kidney Pills at Hollister Drug Co.'s store. They were just as beneficial to me as they had been to my friend. It is well the virtues of these pills should be made known, for they really are an excellent medicine for kidney trouble."

Doan's Backache Kidney Pills are for sale by all dealers. Price 50 cents per box, or sent by mail on receipt of price by the Hollister Drug Co., Honolulu, wholesale agents for the Hawaiian Islands.

Remember the name--DOAN'S--and take no other.

HARDSHIP OF CASE
SUGGESTS LEGISLATION

In handing down a decision yesterday in the case of H. W. Joseph, Micheal and Morris Hyman and I. Rubenstein doing business as Hyman Bros. against Sing Warn and W. A. Whiting, garnishee, the Supreme Court says:

"The undoubted hardship of a case like this suggests the importance of legislation on the subject."

The case had been appealed on the question of whether or not a certificate of award of the Fire Claims Commission is the subject of garnishment. Sing Warn had been awarded \$2,702 as the amount of his claim, the plaintiff company obtaining judgment against this sum. Such questions as "Do you know what this claim of Warn's was for?" and "State whether Tam Pong obtained an award from the Fire Claims Commission in his own right?" were not allowed plaintiff to ask of the garnishee. The court sustained defendant's objections to these questions as being immaterial and irrelevant, the plaintiff having excepted to the ruling. The syllabus says:

"A certificate of award on 'claim of T. P. for S. W.' is not the subject of garnishment in the hands of the attorney of S. W. in an action at law against S. W. The certificate if regarded as a judgment cannot be garnished as effects of the defendant, there being no statute providing for its sale on execution, and the common law not allowing a judgment to be levied and sold on execution. As a mere notice certifying to the award, its purchaser at an execution sale would acquire no right to the award."

TWO MORE FIRE
CLAIMS DECISIONS

Two opinions were handed down by Judge Dole yesterday regarding two more of the fire claims suits. One allowed the Wong Wo Tai Co. \$337.67, less costs, and the other allowed the Kwong Lee Yuen Co. \$1697.02, less costs. These are two of the well known fire claims cases, being the proportion of the \$1,000,000 appropriated by Congress for the relief of fire claimants. The money has been in dispute owing to claims of insurance companies that they were entitled to the amounts claimed by the above. Yesterday's decisions were in accordance with the decision rendered recently in the Yee Wo Chan case.

GOVERNOR WANTS A
BIG STEEL BUILDING

A steel frame building for government purposes on the site of the present Judiciary building is proposed by Governor Carter at a cost of half a million dollars. He advocates a building of this character as being absolutely necessary, owing to the old building being too small and dangerous, the floors being pronounced rotten.

Such a structure should be designed to house all departments of the government save the Governor's, Secretary's and Attorney-General's offices and the legislative chambers, which he would have remain in the Capitol building.



Announcement
of Auctions

THIS DAY
Auction Sale
OF
Matting Matting

CHINESE AND JAPANESE
Also Chinese Wicker Ware, Laquered Tables, Chairs, Crockery, Cups and Saucers, Tea Pots, Baskets, Stools, Jardinieres, Vases, Screens, Etc.

WEDNESDAY, AUG. 17, 1904,
10:30 O'CLOCK A. M.

I will sell at my salesroom, 847 Kaahumanu St.

'Lot of Chinese and Japanese Matting.

JAS. F. MORGAN,
AUCTIONEER.

THIS DAY
Auction Sale

GROCERYMEN
Please take notice.
CORNED BEEF, LUNCH TONGUE,
HAM ROLL.

New Goods! New Goods!

I will sell at my auction room, 847 Kaahumanu St., on account of whom it may concern, on

WEDNESDAY, AUG. 17, 1904,
10 O'CLOCK A. M.

About 125 cases

Al Groceries
as above.

Also 10 Wheelbarrows, Shovels and Trucks.

JAS. F. MORGAN,
AUCTIONEER.

Auction Sale
OF
Furniture,
Household
Effects

THURSDAY, AUG. 18, 1904,
10 O'CLOCK A. M.

I will sell at my salesroom, 847 Kaahumanu St.

Furniture of all kinds.

JAS. F. MORGAN,
AUCTIONEER.

EXECUTOR'S SALE
OF
Real Estate

MONDAY, AUGUST 22, 1904,
12 O'CLOCK NOON.

At my salesroom, 857 Kaahumanu St., known as part of the

Luther Wilcox Estate

Telephone me for list of properties for sale.

Real estate to be sold is mostly composed of lands that are Income Producers "now" at a fair rate of interest. I shall be glad to give you every information and to show you the property at any hour.

JAMES F. MORGAN,
AUCTIONEER.



AT AUCTION

Castle & Cooke, Ltd.
HONOLULU.

Commission Merchants

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The Wailua Agricultural Co., Ltd.
The Kohala Sugar Co.
The Waima Sugar Mill Co.
The Fulton Iron Works, St. Louis.
The Standard Oil Co.
The George F. Blake Steam Pumps.
Weston's Centrifugals.
The New England Mutual Life Insurance Co., of Boston.
The Aetna Fire Insurance Co., of Hartford, Conn.
The Alliance Assurance Co., of London.

M. S. Grinbaum & Co
LIMITED.

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Smoking Tobacco. 5c. and res.
Packages.

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BRITISH AMERICAN ASSURANCE
COMPANY, of Toronto, Ontario.
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Philadelphia.

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LADIES' AND GENTS' CLOTHING
CLEANED AT LOWEST
PRICES.
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GOOD STATIONERY

is easy to get when you know about our elegant stock of Hurd's standard and Crane's linen lawn papers.

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TWO STORES.

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Machinery, Black Pipe, Galvanized Pipe, Boiler Tubes, Iron and Steel, Engineers' Supplies.
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Home Bakery

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All kinds of HOME BAKING made from only the BEST MATERIALS.
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Roofs Repaired

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WM. T. PATY.

Carpentry of all kinds attended to Give us a call.

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GENERAL ARTHUR CIGARS

GUNST-EAKIN CIGAR CO.

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103 South King, near Alakea.
MERCHANT TAILORS.
Expert cutter, formerly with J. D. Tregloan. Cleaning and repairing a specialty.

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Importers and Dealers in Chinese Silks, Fine Mattings, Teas, Ebony Furniture, Bamboo Stools, Rattan Arm Chairs.
Grass Linens, and color, at very low prices.

Courteous treatment.
Prompt attention.
Best Quality and lots more at

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COTTON BROS. & CO.

ENGINEERS AND GENERAL CONTRACTORS.
Plans and Estimates furnished for all classes of Contracting Work.
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R. H. PEASE, President,
San Francisco, Cal., U. S. A.